

# UNOFFICIAL COPY

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1998-06-02 13:16:30

Cook County Recorder

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This instrument was prepared by: and return to:

Mortgage Services of Illinois, Inc. 2407 E. Washington St. Bloomington, IL 61704

(Name and Address)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 22, 1998. The mortgagor is Nello P. Gamberdino and Eileen F. Gamberdino, husband and wife,

("Borrower"). This Security Instrument is given to CENTRAL ILLINOIS BANK MC, which is organized and existing under the laws of the State of Illinois, and whose address is 1710 E. College Ave, Normal, IL 61761.

("Lender"). Borrower owes Lender the principal sum of Two Hundred Fifty Two Thousand And 00/100ths-- Dollars U.S. \$ 252,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook, County, Illinois.

LOT 60 IN CITATION LAKE ESTATES NO. 2, A SUBDIVISION OF SECTIONS 17 AND 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1964 AS DOCUMENT NO. 19127112, IN COOK COUNTY, ILLINOIS.

(P.I.N.: 04-17-303-009 Vol. 132 )

which has the address of 3483 Whirlaway Road, Northbrook  
[Street] (Bldg)

Illinois 60062 ("Property Address");  
[Zip Code]

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT



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Form 3014-990 (page 2 of 2)

Dakota Systems Inc. 97 Quad M-1 300-399-2401 Form M-1 9394

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless  
Borrower (a) agrees in writing to the payment against the instrument of the lien, or (c) secures from the holder of the  
lien under (b) conditions in good faith the lien by, or defends against the allegation secured by the lien in a manner acceptable to  
which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the

Borrower shall pay them on time directly to the person owed payment, Borrower shall promptly furnish to Lender  
all notices of amounts to be paid under this paragraph, if Borrower makes these payments directly, Borrower shall  
pay them on time directly to the person owed payment, Borrower shall promptly furnish to Lender  
it may, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner,  
to the Property which may alienate priority over this Security Instrument, and record payments or ground rents,  
the undivided interest in the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable  
amounts payable under paragraph 2; third, to interest, to principal due; and last, to any late charges  
under paragraphs 1 and 2, shall be applied first, to any prepayment charges due under the Note; second, to  
late as a credit against the sums secured by this Security Instrument.

**5. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender  
prior to the acquisition of title of the Property, shall apply any funds held by Lender at the time of acquisition or  
Borrower any funds held by Lender. If, under paragraph 2, Lender shall agree, or sell the Property, Lender,  
upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to  
shall make up the deficiency in no more than twelve months, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account  
held by Lender at any time is not sufficient to pay the taxes which Lender may so notify Borrower in  
writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower  
to Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds  
held by Lender exceeds the amounts permitted to be held by applicable law.

The Funds are pledged as additional security for the sums secured by this Security Instrument.

Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.  
and accounts of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the  
Lender in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an  
agreed shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may  
applicable law provides. Unless an agreement is made of applicable law regarding with this loan, unless  
time elapses for an independent real estate tax reporting service used by Lender in connection with the loan, unless  
and applying to the account or verifying the escrow items, unless Lender may require Borrower to pay a one-  
Fund to pay the escrow items, Lender may not charge Borrower for holding the Funds, usually  
entitled Lender, if Lender is such an institution whose deposits are insured by a federal agency, instrumentality, or  
of future escrow items or otherwise in extraordinary with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures  
amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount  
from time to time, 12 U.S.C. § 260 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser  
requirement for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended  
and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may  
payment of mortgage insurance premiums. These items are called "escrow items". Lender may, at any time, collect  
and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the  
insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any;  
the Property; (g) yearly leasehold payments of ground rents on the Property, if any; (e) yearly hazard or property  
("Funds") to a yearly taxes and assessments which may alienate priority over this Security Instrument as a lien on  
shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum  
due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower  
when due the principal of any interest on the debt evidenced by the Note and any prepayment and late charges  
1. Payment of Principal and Interest; Prepayment and Late Charges.

(UN)USUAL COVENANTS. Borrower and Lender covenant and agree as follows:

This SECURITY INSTRUMENT combines unit form covenants for national use and non-unit form covenants with  
limited variations by jurisdiction to constitute a uniform security instrument covering real property.  
subject to any encumbrances of record.  
Borrower warrants and will defend generally the title to the Property against all claims and demands,  
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of  
Borrower, that Borrower is lawfully seized of the estate hereby conveyed and has the right to  
cover by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."  
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,  
appurteances, and fixtures now or hereafter erected on the property, All replacements and additions  
subject to any encumbrances of record.

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lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.



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**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property, and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note, as a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration

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under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |   |   |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

*Nello P. Gamberdino* ..... (Seal)  
Nello P. Gamberdino  
-Borrower

*Eileen F. Gamberdino* ..... (Seal)  
Eileen F. Gamberdino  
-Borrower

[Space Below This Line For Acknowledgment] \_\_\_\_\_

STATE OF ILLINOIS, ..... Cook ..... County ss:

I, ..... the undersigned  
a Notary Public in and for said county and state, certify that ..... Nello P. Gamberdino and Eileen F.  
Gamberdino, husband and wife, .....  
personally known to me to be the same person(s) whose name(s) ..... are .....  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ..... they .....  
signed and delivered the instrument as ..... their ..... free and voluntary act, for the uses and  
purposes therein set forth.

Given under my hand and official seal, this ..... 22nd ..... day of ..... May, 1998.

My Commission expires:

*[Signature]*  
Notary Public

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